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18 **UNITED STATES DISTRICT COURT**

19 **DISTRICT OF NEVADA**

20 LORENE MCCALL, CASE NO. 2:16-cv-1058-JAD-GWF
21 Plaintiff, STIPULATED CONFIDENTIALITY
22 vs. AGREEMENT AND PROTECTIVE
23 STATE FARM MUTUAL AUTOMOBILE ORDER
24 INSURANCE COMPANY; DOES 1
25 through 10, inclusive, and ROE
CORPORATIONS I through 10, inclusive,
Defendants.

26 It appearing to the Court that the Plaintiff LORENE MCCALL ("Plaintiff") and
27 Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("State
28 Farm") are in agreement that State Farm possesses proprietary policies and procedures
that include confidential information that may be subject to discovery in the proceedings
in this matter but which should not be made available to the public generally, this Court
hereby orders that:

29 1. This Confidentiality Agreement and Protective Order ("Order") shall govern
30 certain discovery and document production among the parties, as well as discovery and
31 document production from third parties, in the above-referenced action.

1 2. For purposes of this Order, the term "Confidential Information" shall refer to:
 2 (1) information which any party or non-party believes in good faith to be a trade secret or
 3 confidential research, development, commercial, or other proprietary business
 4 information within the meaning of FRCP 26(c)(1)(G); and (2) documents and/or testimony
 5 that may reveal confidential, proprietary, personal or commercially sensitive information.
 6 Such Confidential Information may be contained in any written, printed, recorded, or
 7 graphic matter of any kind, and shall retain its confidential designation regardless of the
 8 medium on which it is produced, reproduced, or stored. Such Confidential Information
 9 may also be elicited at deposition or through written discovery.

10 3. Whenever any party or non-party desires to designate information
 11 contained in a document as Confidential Information, the designating party shall mark
 12 each page of the document with the word "CONFIDENTIAL" and identify such
 13 Confidential Information at the time of production. Confidential Information may be used
 14 in the course of depositions in accordance with this Order.

15 4. Transcripts or exhibits from any deposition or hearing shall be temporarily
 16 designated as "Confidential" and be treated as subject to the terms of this Order. Within
 17 forty-five (45) days of receipt of such transcripts and exhibits, Counsel will designate the
 18 pages of the transcripts or exhibits which shall remain designated as "Confidential" and
 19 will advise all other parties. If no designation is made within forty-five (45) days, the
 20 entire transcript and all exhibits will be deemed not confidential.

21 5. All documents produced or information disclosed and any other records
 22 designated as "confidential" by State Farm shall be revealed only to:

- 23 a) Plaintiff;
- 24 b) Plaintiff's counsel of record in this case;
- 25 c) Defendant;
- 26 d) Defendant's counsel of record in this case;
- 27 e) Paralegals and secretarial employees under counsel's direct supervision;

- 1 f) Outside photocopying, translating, document management, and exhibit
2 preparation services engaged by a party for purposes of this litigation;
- 3 g) Persons employed by counsel to act as consultants or experts in this action;
- 4 h) Any other person State Farm agrees in writing may be shown such
5 documents; and
- 6 i) The Court and court personnel, stenographic reporters, and videographers
7 at depositions taken in this action, and any jury empanelled in this action,
8 subject to the protections of Paragraphs 3, 4, and 9 of this Order;

9 6. The information considered as "confidential" and disclosed only in accord
10 with the terms of Paragraph 5 shall include, without limitation, any claims manual, training
11 materials, and any other information or documentation supplied by State Farm and
12 designated as "Confidential."

13 7. Documents deemed confidential by State Farm shall be used only for the
14 purposes of prosecuting or defending this action. Under no circumstances shall
15 information or materials covered by this Order be disclosed to or discussed with anyone
16 other than the individuals designated in Paragraph 5.

17 8. Prior to disclosure of any documents designated as "confidential" to any
18 individual who is not a signator to this Order, counsel shall require such individual to read
19 this Order and sign the Agreement which is attached hereto as **Exhibit A** and provide a
20 copy of the signed Agreement to counsel for State Farm.

21 9. Prior to filing any motion wherein information designated as "Confidential" is
22 attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and County of*
23 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or provide Counsel for Defendant reasonable
24 time, but in any event not fewer than 10 judicial days, to file a motion pursuant to LR 10-
25 5(b) and Kamakana to show particularized good cause or particularized compelling
26 reasons to file those documents under seal.

27 LR 10-5(b) provides:

28 Unless otherwise permitted by statute, rule or prior Court

1 order, papers filed with the Court under seal shall be
 2 accompanied by a motion for leave to file those documents
 3 under seal, and shall be filed in accordance with the Court's
 4 electronic filing procedures. If papers are filed under seal
 5 pursuant to prior Court order, the papers shall bear the
 6 following notation on the first page, directly under the case
 7 number: "FILED UNDER SEAL PURSUANT TO COURT
 8 ORDER DATED _____. All papers filed under seal will
 9 remain sealed until such time as the Court may deny the
 10 motion to seal or enter an order to unseal them, or the
 11 documents are unsealed pursuant to Local Rule.

12 Pursuant to *Kamakana* and LR 10-5(b), any documents designated as
 13 "Confidential" and attached to a non-dispositive motion must be accompanied by a motion
 14 showing a particularized good cause for leave to file those documents under seal.
 15 Furthermore, any documents designated as "Confidential" and attached to a dispositive
 16 motion must be accompanied by a motion showing a particularized compelling reason for
 17 leave to file those documents under seal.

18 10. This Order is subject to revocation and modification by Order of the Court
 19 upon written stipulation of the parties, or upon motion and reasonable notice, including
 20 opportunity for hearing and presentation of evidence.

21 11. If any Party disagrees with the designation of materials marked
 22 "Confidential," the objecting Party shall provide written notice of the disagreement to
 23 State Farm, requesting a meeting to confer with counsel for State Farm to resolve the
 24 dispute over the "Confidential" designation. If the dispute over the designation is not
 25 resolved informally between the parties, State Farm will file a motion with the Court to
 26 resolve the dispute regarding the "Confidential" designation. State Farm will have 30
 27 days from the date in which the parties meet and confer regarding the dispute over the
 28 designation in which to file a motion with the Court regarding the designation. In any
 event, unless and until a Court ruling is obtained changing a designation, or the Party
 designating the materials as "Confidential" agrees otherwise in writing, the material
 involved shall be treated according to the existing "Confidential" designation.

1 12. This Confidentiality Agreement and Protective Order shall survive the
2 termination of this case and counsel shall take no action to violate this Agreement.
3 However, this clause does not require counsel to take actions contrary to the Rules of
4 Professional Conduct, which impose an obligation upon counsel to safeguard client
5 property for a reasonable period of time.

6 13. In any action or proceeding to enforce this Order, or pursuant to paragraph
7 12, the prevailing party shall be entitled to recover its reasonable attorneys' fees and
8 costs, without limiting any other relief that may be available, provided the Court
9 determines there was a willful and malicious violation of the Confidentiality Agreement
10 and Protective Order.

11 14. This Order shall remain in effect after the conclusion of this case and the
12 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

13 15. This Order may be executed in counterparts, each of which shall constitute
14 one and the same agreement.

15 | Dated this 9th day of August, 2017. Dated this 9th day of August, 2017.

16 LEWIS BRISBOIS BISGAARD & SMITH LLP GANZ & HAUF

17 | *Is/ Cheryl A. Grames*
18

/s/ Marjorie Hauf

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25 | IT IS SO ORDERED

George Foley Jr.
UNITED STATES MAGISTRATE, JUDGE

DATED: 8/10/2017